

said, the existence of the indebtedness so secured, the request for sale, notice by advertisement, sale, receipt of money and the happening of any of the aforesaid events whereby the Sheriff may become the successor as herein provided, shall be prima facie evidence of the truth of such statement or recital, and the said Trustee shall receive the proceeds of such sale, out of which he shall pay, first, the cost and expenses of executing this trust including reasonable attorney's fees and compensation to the Trustee for his services; and next, to the said third party, or the third party's endorsees or assigns, upon the usual vouchers therefor, all moneys paid for insurance and taxes and judgments upon statutory lien claims, and interest thereon as hereinbefore provided; and next, shall apply the proceeds remaining over to the payment of said indebtedness and interest, or so much thereof as remains unpaid; and the balance of such proceeds, if any, shall be paid to the said first party, or the first party's legal representatives.

The said second party hereby covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

IN WITNESS WHEREOF, these presents have, on the day and year first above written, been signed and sealed on behalf of and by the first party hereto.

Tyler L. Kneeland (SEAL)
Golda Kneeland (SEAL)
..... Trustee (SEAL)

STATE OF MISSOURI)
COUNTY OF JASPER) SS

On this 14th day of March, 1940, before me, a Notary Public in and for said county, personally appeared Tyler L. Kneeland and Golda Kneeland, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin in said County and State, the day and year first above written.

My term expires March 16, 1940. (SEAL) M. F. Carney, Notary Public.

Filed for Record this 15th day of March, 1940 at 3:40 o'clock P.M.

STATE OF MISSOURI)
County of Jasper) SS

**AFFIDAVIT OF FRANK CHILDRESS
RELATIVE TO THE SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER AND THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER, AND
THIRTY ACRES OFF THE WEST SIDE OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER,
ALL IN SECTION EIGHT, TOWNSHIP TWENTY-NINE,
RANGE THIRTY-TWO**

FRANK CHILDRESS, being first duly sworn, upon his oath deposes and states that he purchased the title to the following-described property in the year 1936 from El Campo Corporation, to-wit: The Southwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, and thirty acres off the west side of the Southeast Quarter of the Northeast Quarter in Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), situated in Jasper County, Missouri;

and that he is the remote assignee of E. D. Smith, formerly the owner of the above-described property, and, therefore, under Section 3078 of the Revised Statutes of Missouri of 1929, as amended, entitled to make this affidavit; that the records of Jasper County, Missouri, at the time this affiant purchased said property showed that while the said E. D. Smith was the owner of said property he and his said wife, Anna E. Smith, did, on the 17th day May, 1924, execute a promissory note in the sum of \$10,600.00 to secure which the said E. D. Smith and Anna E. Smith, his wife, did execute a deed of trust of even date therewith upon the property hereinabove described, said deed of trust being recorded in the office of the Recorder of Deeds of Jasper County, Missouri, in Record Book 185, at page 524; that at the time this affiant purchased said property he was advised that the foregoing deed of trust had not been released of record on the records of Jasper County, Missouri;

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that he made diligent search and inquiry, and learned from the officers of El Campo Corporation, and from Mr. Ellis and other associates,

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Site: Orop - Dumas
ID #: 1402/1402/1402/1402
Break: 11.11
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that said note had in fact been paid, although its whereabouts were then unknown, and that said note was lost or destroyed and could not be produced for the purpose of releasing said deed of trust of record. This affiant therefore states that according to his best information and belief said note hereinabove referred to has, in fact, been fully paid and cancelled, and is not now in the possession of any person having any lawful right or claim thereto.

FURTHER affiant sayeth not.

Frank Childress

Subscribed and sworn to before me this 11th day of March, 1940.

My commission expires June 26, 1942.

(SEAL)

Frances R. Murdock, Notary Public.

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STATE OF MISSOURI)
County of Jasper

AFFIDAVIT OF E. V. ELLIS
RELATIVE TO THE SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER AND THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER, AND
THIRTY ACRES OFF THE WEST SIDE OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER,
ALL IN SECTION EIGHT, TOWNSHIP TWENTY-NINE,
RANGE THIRTY-TWO.

E. V. ELLIS, being first duly sworn, upon his oath deposes and states that he is a resident of Joplin, Jasper County, Missouri; that he is familiar with the note secured by a deed of trust executed by E. D. Smith and Arna E. Smith, his wife, to P. D. Decker, trustee for J. G. Starr and Wm. Houk, on the 17th day of May, 1924, and filed for record May 22, 1924, in Book 135, page 524, which said deed of trust hereinabove referred to covered an undivided three-fourths interest in and to the following-described property, to-wit:

The Southwest Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter, and thirty acres off the west side of the Southeast Quarter of the Northeast Quarter in Section Eight (8), Township Twenty-nine (29), Range Thirty-two (32), situated in Jasper County, Missouri;

that this affiant and S. L. Hurlbut, who subsequently acquired title to the foregoing property, did on the 25th day of June, 1928, pay said note to the said J. G. Starr and Wm. Houk, and said note and said deed of trust were at that time ^{assigned to and} delivered to the said E. V. Ellis, said affiant, and said S. L. Hurlbut; that this affiant and the said S. L. Hurlbut neglected to release said deed of trust of record, although said note, which it was given to secure, was fully paid and cancelled, that the said note and deed of trust, as cancelled, were turned over to the said S. L. Hurlbut, who has been dead for a number of years; that said note and deed of trust are now lost or destroyed and therefore can not be produced before the Recorder of Deeds of Jasper County, Missouri, for release; that

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this affiant knows that said note was not negotiated nor transferred to any third parties, and that no person now has any legal right or claim under said note and deed of trust, and that in fact said note and deed of trust have been paid and said deed of trust no longer constitutes a lien on said property hereinabove described.

FURTHER Affiant sayeth not.

E. V. Ellis

Subscribed and sworn to before me this 7th day of March, 1940.

My commission expires Sept. 9, 1942.

(SEAL)

Margaret McDonald, Notary Public.

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RELEASE QUIT-CLAIM DEED - FORM 14. CLASS E.

THIS INDENTURE, Made on the 9th day of March A.D., One Thousand Nine Hundred and Forty by and between E. V. Ellis and Grace Ellis, his wife, of the County of Jasper, State of Missouri, parties of the first part and D. A. Johnson of the County of Jasper, State of Missouri, party of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One and 40/100 DOLLARS paid by the said party of the second part (the receipt of which is hereby acknowledged,) do by these presents, Remise, Release and forever Quit-Claim unto the said party of the second part the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper and state of Missouri, to-wit: